

ORDINANCE _____

AN ORDINANCE authorizing Seattle Public Utilities to enter into a Memorandum of Understanding with Lorig Associates, LLC regarding agreements to reconfigure their respective parcels on the Northgate South Lot and jointly plan and execute their respective projects.

WHEREAS, the City and Simon Property Group, L.P. ("Simon") have entered into a Northgate Mall Development Agreement ("Development Agreement") pursuant to RCW 36.70B.170 *et seq.* and Ordinance 121358, related, in general, to the development of the Northgate Mall area, and specifically, to the development of certain real property known as the Northgate South Lot; and

WHEREAS, The Northgate South Lot is currently owned by Simon and is defined by two land parcels – Parcel A of approximately 5.9 acres on the West and Parcel B of approximately 2.7 acres on the East; and

WHEREAS, the City has an option to purchase Parcel B per Ordinance 121358 for the purposes of future development of storm water drainage and open space improvements, and SPU has requested authority to purchase Parcel B in CB _____ to implement the Thornton Creek Water Quality Channel Project which will provide water quality improvement, open space and year-round flow; and

WHEREAS, Lorig Associates, LLC ("Lorig") and Stellar Lone Star, LLC (Lorig/Stellar) have entered into a Purchase and Sale Agreement with Northgate Mall Partnership pursuant to which Lorig/Stellar have the option to acquire Parcel A for commercial and residential development; and

WHEREAS, Resolution 30642 requests that the City engage in planning with Lorig to coordinate site design for the Northgate South Lot to enhance Thornton Creek, open space and pedestrian connections; and

WHEREAS, the reconfiguration of Parcel A and Parcel B is necessary to develop the Hybrid option which requires accessing flows from a public storm drain pipe under NE 100th Street that conveys flows from a 670-acre drainage area; and

WHEREAS, the City and Lorig have coordinated their efforts to facilitate and incorporate community involvement in analysis of alternatives for development, public space and water quality issues; and

WHEREAS, the City of Seattle and Lorig/Stellar have agreed in the attached Memorandum of Understanding to consider reconfiguration of property boundaries to further these City goals, and to coordinate resolution of site issues associated with the combined South Lot parcels per direction in Resolution 30642; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Public Utilities is authorized to enter a Memorandum of Understanding (MOU) with Lorig Associates consistent with the MOU attached hereto as Attachment A regarding agreements to reconfigure their respective parcels and jointly plan and execute their respective projects.

Section 2. Any act done consistent with and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2004, and signed by me in open session in authentication of its passage this ____ day of _____, 2004.

President _____ of the City Council

Approved by me this ____ day of _____, 2004.

Gregory J. Nickels, Mayor

Filed by me this ____ day of _____, 2004.

City Clerk

(Seal)

ATTACHMENTS

Attachment A: Memorandum of Understanding between City of Seattle and Lorig Associates, LLC